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STEVEN WAMBOLDT, on behalf of himself,)
those similarly situated and on behalf of the)
general public,)

Plaintiff,)

v.)

SAFETY-KLEEN SYSTEMS, INC., a)
Wisconsin corporation, and DOES 1 through)
100, inclusive.)

Defendant.)

Case No. CV 07 00884 PJH

STIPULATED PROTECTIVE ORDER

1 1. Purposes And Limitations

2 The Magistrate Judge in the related action of *Perez v. Safety-Kleen* has ordered the
3 production of Safety-Kleen's Hazardous Materials Security Plan, a confidential document issued
4 pursuant to regulations of the U.S. Department of Transportation and the U.S. Homeland
5 Security Department, which is dated September 22, 2003. Plaintiff's counsel wish to use the
6 Hazardous Materials Security Plan in the present action. Special protection from public
7 disclosure and from use for any purpose other than prosecuting this case and the *Perez v. Safety-*
8 *Kleen* matter is warranted. Accordingly, the parties hereby stipulate to and petition the court to
9 enter the following Stipulated Protective Order.

10 2. Definitions

11 2.1 Party: Any party to this action, including any party's officers, directors,
12 employees, consultants, retained experts, and outside counsel (and their support staff).

13 2.2 "The Plan": Safety-Kleen's Hazardous Materials Security Plan (or any
14 part of such document), which qualifies for protection under standards developed under
15 F.R.Civ.P. 26(c).

16 2.3 Receiving Party: A Party that receives The Plan from a Producing Party.

17 2.4 Producing Party: A Party or non-party that produces The Plan in this
18 action.

19 2.5 Designating Party: A Party or non-party that designates The Plan as
20 confidential in this action.

21 2.6 Outside Counsel: Attorneys who are not employees of a Party but who are
22 retained to represent or advise a Party in this action.

23 2.7 House Counsel: Attorneys who are employees of a Party.

24 2.8 Counsel (without qualifier): Outside Counsel and House Counsel (as well
25 as their support staffs).

26 2.9 Expert: A person or business entity, including its employees and
27 subcontractors, with specialized knowledge or experience in a matter pertinent to the litigation
28 who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in

1 this action and who is not a current employee of a Party's competitor and who, at the time of
2 retention, has no pending application or offer to become an employee of a Party's competitor.
3 This definition includes a professional jury or trial consultant retained in connection with this
4 litigation.

5 2.10 Professional Vendors: Persons or entities that provide litigation support
6 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
7 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
8 subcontractors.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only The Plan (as
11 defined above), but also any information copied or extracted therefrom, as well as all copies,
12 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by
13 parties or counsel to or in court or in other settings that might reveal The Plan.

14 4. DURATION

15 The Court's jurisdiction to enforce the terms of the Order shall continue for six (6)
16 months after the final conclusion of all aspects of the litigation. Nonetheless, the parties agree to
17 abide by the confidentiality obligations imposed by this Order which shall remain in effect until
18 a Designating Party agrees otherwise in writing or a court order otherwise directs.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Manner and Timing of Designations. Except as otherwise provided in this
21 Order, or as otherwise stipulated or ordered, material that qualifies for protection under this
22 Order ("The Plan") must be designated as follows: The Producing Party affixes the legend
23 "CONFIDENTIAL" to each page of such document.

24 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate The Plan, or any portion of The Plan, as "Confidential" does not, standing
26 alone, waive the Designating Party's right to secure protection under this Order for such
27 material. If material is appropriately designated as "Confidential" or after the material was
28 initially produced, the Receiving Party, on timely notification of the designation, must make

1 reasonable efforts to assure that the material is treated in accordance with the provisions of this
2 Order.

3 6. ACCESS TO AND USE OF THE PLAN

4 6.1 Basic Principles. A Receiving Party may use The Plan in connection with
5 this case only for prosecuting, defending, or attempting to settle this litigation. The Plan may be
6 disclosed only to the categories of persons and under the conditions described in this Order.
7 When the litigation has been terminated, a Receiving Party must comply with the provisions of
8 section 9, below (FINAL DISPOSITION).

9 The Plan must be stored and maintained by a Receiving Party at a location and in a
10 secure manner that ensures that access is limited to the persons authorized under this Order.

11 6.2 Disclosure of The Plan. Unless otherwise ordered by the court or permitted in
12 writing by the Designating Party, a Receiving Party may disclose The Plan only to:

13 (a) the Receiving Party's Outside Counsel of record in this action, as well as
14 employees of said Counsel to whom it is reasonably necessary to disclose the information for
15 this litigation;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this litigation;

18 (c) experts (as defined in this Order) to whom disclosure is reasonably
19 necessary for this litigation;

20 (d) the Court and its personnel;

21 (e) court reporters, their staffs, and Professional Vendors to whom disclosure
22 is reasonably necessary for this litigation;

23 (f) witnesses in the action to whom disclosure is reasonably necessary, during
24 their depositions and in preparation for their depositions. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal The Plan must be separately bound by the court
26 reporter and may not be disclosed to anyone except as permitted under this Order;

27 (g) the author or any recipient of the document or the original source of the
28 information;

1 (h) any Party, who then shall have all the rights and duties of a Receiving
2 Party; and

3 (i) a mediator approved by both parties, provided that disclosure to the
4 mediator is reasonably necessary for the mediation.

5 7. UNAUTHORIZED DISCLOSURE OF THE PLAN

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed The Plan to
7 any person or in any circumstance not authorized under this Stipulated Protective Order, the
8 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
9 disclosures, (b) use its best efforts to retrieve all copies of The Plan, and (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order.

11 8. FILING THE PLAN

12 The parties shall generally follow the obligations imposed by Local Rule 79-5 (Filing
13 Documents Under Seal). If a Party wishes to file all, or any part of the Plan, they shall notify
14 Safety-Kleen's counsel of such intent in writing. Within 5 days of receipt of such notification, if
15 Safety-Kleen wishes that The Plan be filed under seal, Safety-Kleen shall file an administrative
16 motion to seek a Court order requiring The Plan to be filed under seal. If the Court grants the
17 motion, The Plan may be filed under seal pursuant to the Court order. If the Court denies the
18 motion, or Safety-Kleen fails to file a timely motion, The Plan may be filed publicly without
19 seal. Motion filing deadlines shall be deemed complied with if a Party files its motion, with an
20 empty exhibit representing The Plan, on or prior to any motion deadline. The resolution of the
21 filing under seal issue shall not render late an otherwise timely filed motion.

22 9. FINAL DISPOSITION

23 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days
24 after the final termination of this action, each Receiving Party must return The Plan, or any part
25 thereof, to the Producing Party. As used in this subdivision, "The Plan" includes all copies,
26 abstracts, compilations, summaries or any other form of reproducing or capturing any of The
27 Plan. With permission in writing from the Designating Party, the Receiving Party may destroy
28 some or all of The Plan instead of returning it. Notwithstanding this provision, Counsel are

1 entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
2 correspondence or attorney work product, even if such materials contain The Plan. Any such
3 archival copies that contain The Plan remain subject to this Protective Order as set forth in
4 Section 4 (DURATION), above. The Court's jurisdiction to enforce the terms of the Order shall
5 continue for six (6) months after the final conclusion of all aspects of the litigation.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: February 29, 2008

SEYFARTH SHAW LLP

8
9 By *Robert W. Tollen*

Robert W. Tollen

Cassandra H. Carroll

Allison B. Moser

Attorneys for Defendant

SAFETY-KLEEN CORP.

10
11 DATED: February 29, 2008

BARRON E. RAMOS, ATTORNEY AT LAW

Barron E. Ramos

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13 By s/Barron Ramos

Attorneys for Plaintiff

REYMUNDO PEREZ AND JERREL DOANE

14
15 DATED: February 29, 2008

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17 By s/ Jeremy R. Fietz

Attorneys for Plaintiff

REYMUNDO PEREZ AND JERREL DOANE

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19 DATED: February 29, 2008

HENDERSON & CAVERLY LLP

Kristen E. Caverly

20
21 By s/Kristen E. Caverly

Attorneys for Plaintiff

REYMUNDO PEREZ AND JERREL DOANE

22
23 IT IS SO ORDERED.

24 DATED: March 4, 2008

25 Hon. Phyllis J. Hamilton
United States District Court

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